

AMENDED IN ASSEMBLY APRIL 12, 2005

CALIFORNIA LEGISLATURE—2005–06 REGULAR SESSION

ASSEMBLY BILL

No. 1657

Introduced by Assembly Member Evans

February 22, 2005

An act to add and repeal Section 13969.7 of the Government Code and to amend Section 1464 of, and to add Sections 11166.6 and 11166.7 to, the Penal Code, relating to child victims.

LEGISLATIVE COUNSEL'S DIGEST

AB 1657, as amended, Evans. Child victims: multidisciplinary centers.

Existing law, the Child Abuse and Neglect Reporting Act, requires specified persons to report suspected child abuse or neglect.

This bill would provide that, until July 1, 2011, a county may enter into ~~contracts~~ *grants* for interview services with the ~~California Victim Compensation and Government Claims Board~~ *Office of Emergency Services* for the recovery of costs associated with the provision of child victim forensic evidentiary interviews conducted by ~~multidisciplinary teams or child advocacy centers~~. ~~The bill would require the board to report to the Legislature on those contracts by January 30, 2011.~~ The bill would authorize counties to establish ~~multidisciplinary teams or child advocacy centers~~ to coordinate the activities of the various agencies involved in the investigation and prosecution of alleged child abuse *and mitigation of family violence*. The bill would require each county that establishes a ~~multidisciplinary team or child advocacy center~~ to ~~adopt a written~~ *develop an interagency protocol agreement*, as specified.

Existing law creates the State Penalty Fund into which moneys collected by the courts for the imposition of fines, forfeitures, or

penalties on criminal offenses are deposited. Once a month, certain percentages of money in that fund are transferred into other funds, including the Peace Officers' Training Fund, the Driver Training Penalty Assessment Fund, and the Victim Witness Assistance Fund.

This bill would change the percentage of money that is deposited into each of the above-mentioned funds from the State Penalty Fund, and would create the ~~Multidisciplinary Interview~~ *Child Advocacy Center* Fund, into which ~~8%~~ 7.2% of state penalty funds in the State Penalty Fund would be deposited monthly. Money in the ~~Multidisciplinary Interview Center Fund~~ *fund* would be used to support county ~~multidisciplinary center interview programs~~ *child advocacy centers*.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 13969.7 is added to the Government
2 Code, to read:

3 13969.7. (a) Notwithstanding Sections 13960 to 13966,
4 inclusive, ~~the~~ a county may enter into ~~contracts~~ *grants* for
5 interview services with the California Victim Compensation and
6 Government Claims Board, as described in Section 13900, for
7 *services with the Office of Emergency Services* for the recovery
8 of costs associated with the provision of child victim forensic
9 evidentiary interviews conducted by ~~multidisciplinary teams or~~
10 *child advocacy centers* as described in Section 11166.6 of the
11 Penal Code, and in accordance with ~~their~~ *its* adopted interagency
12 protocol ~~agreements~~ *agreement* described in Section ~~11166.65~~
13 *11166.7* of the Penal Code.

14 ~~(b) The contracts for interview services shall be based on the~~
15 ~~historical average of the number of interviews conducted in a~~
16 ~~county by a multidisciplinary team or center.~~

17 ~~(c) The contracts~~

18 ~~(b) The grants for interview services shall provide funding for~~
19 ~~the additional expenditures~~ *capacity building expenditures and*
20 *training* related to conducting ~~the~~ a forensic ~~evidentiary~~
21 ~~interview that include facility rent and tenant-related costs,~~
22 ~~salaries and benefits of the multidisciplinary teams or center's~~
23 ~~coordinator, clerical staff, and interview specialist staff, staff~~

1 ~~training and equipment such as video cameras, recording devices,~~
2 ~~and one-way mirrors. evidentiary interview.~~

3 ~~(d)~~

4 ~~(c) Personnel costs of the multidisciplinary teams or child~~
5 ~~advocacy centers that are incurred by the representatives of the~~
6 ~~various participating county departments are not eligible within~~
7 ~~the scope of the contracts grants.~~

8 ~~(e)~~

9 ~~(d) For purposes of this section, “child victim” means a person~~
10 ~~under 18 years of age who has been reported to an agency~~
11 ~~specified in Section 11165.9 of the Penal Code to be a known or~~
12 ~~suspected victim of child abuse as described in Section 11165.6~~
13 ~~of the Penal Code, and the report results in a determination that a~~
14 ~~crime occurred. of the Penal Code.~~

15 ~~(f)~~

16 ~~(e) The amount of the contracts grants shall be determined by~~
17 ~~the California Victim Compensation and Government Claims~~
18 ~~Board in consultation with the counties’ multidisciplinary teams~~
19 ~~or centers.~~

20 ~~(g) The California Victim Compensation and Government~~
21 ~~Claims Board shall draw funds from its Multidisciplinary~~
22 ~~Interview Center Fund for purposes of entering into contracts for~~
23 ~~interview services.~~

24 ~~(h) The California Victim Compensation and Government~~
25 ~~Claims Board shall develop contract requirements and execute~~
26 ~~these contracts beginning on July 1, 2006.~~

27 ~~(i) The California Victim Compensation and Government~~
28 ~~Claims Board may retain up to 10 percent of those funds for~~
29 ~~purposes of administering those contracts.~~

30 ~~(j) The California Victim Compensation and Government~~
31 ~~Claims Board shall provide the Legislature with a report, by~~
32 ~~January 30, 2011, on the activity of the contracts for interview~~
33 ~~services, including the number of counties with service contracts,~~
34 ~~the number of children served by each county, and the fiscal~~
35 ~~viability of the Victim Restitution Fund.~~

36 ~~(k) Office of Emergency Services, in consultation with an~~
37 ~~advisory group established by that office, comprised of~~
38 ~~representatives from the following disciplines: prosecutors, law~~
39 ~~enforcement, victims services, pediatric medicine, and child~~
40 ~~protective services.~~

1 (f) *The Office of Emergency Services shall draw funds from*
2 *the Child Advocacy Center Fund for purposes of entering into*
3 *grants for interview services.*

4 (g) *The Office of Emergency Services shall develop grant*
5 *requirements and award those grants beginning on July 1, 2006.*

6 (h) *The Office of Emergency Services may retain up to 7*
7 *percent of those funds for purposes of administering those*
8 *grants.*

9 (i) This section shall become inoperative on July 1, 2011, and,
10 as of January 1, 2012, is repealed, unless a later enacted statute,
11 that becomes operative on or before January 1, 2011, deletes or
12 extends the dates on which it becomes inoperative and is
13 repealed.

14 SEC. 2. Section 1464 of the Penal Code is amended to read:

15 1464. (a) Subject to Chapter 12 (commencing with Section
16 76000) of Title 8 of the Government Code, there shall be levied a
17 state penalty, in an amount equal to ten dollars (\$10) for every
18 ten dollars (\$10) or fraction thereof, upon every fine, penalty, or
19 forfeiture imposed and collected by the courts for criminal
20 offenses, including all offenses, except parking offenses as
21 defined in subdivision (i) of Section 1463, involving a violation
22 of a section of the Vehicle Code or any local ordinance adopted
23 pursuant to the Vehicle Code. Any bail schedule adopted
24 pursuant to Section 1269b may include the necessary amount to
25 pay the state penalties established by this section and Chapter 12
26 (commencing with Section 76000) of Title 8 of the Government
27 Code for all matters where a personal appearance is not
28 mandatory and the bail is posted primarily to guarantee payment
29 of the fine.

30 (b) Where multiple offenses are involved, the state penalty
31 shall be based upon the total fine or bail for each case. When a
32 fine is suspended, in whole or in part, the state penalty shall be
33 reduced in proportion to the suspension.

34 (c) When any deposited bail is made for an offense to which
35 this section applies, and for which a court appearance is not
36 mandatory, the person making the deposit shall also deposit a
37 sufficient amount to include the state penalty prescribed by this
38 section for forfeited bail. If bail is returned, the state penalty paid
39 thereon pursuant to this section shall also be returned.

(d) In any case where a person convicted of any offense, to which this section applies, is in prison until the fine is satisfied, the judge may waive all or any part of the state penalty, the payment of which would work a hardship on the person convicted or his or her immediate family.

(e) After a determination by the court of the amount due, the clerk of the court shall collect the penalty and transmit it to the county treasury. The portion thereof attributable to Chapter 12 (commencing with Section 76000) of Title 8 of the Government Code shall be deposited in the appropriate county fund and 70 percent of the balance shall then be transmitted to the State Treasury, to be deposited in the State Penalty Fund, which is hereby created, and 30 percent to remain on deposit in the county general fund. The transmission to the State Treasury shall be carried out in the same manner as fines collected for the state by a county.

(f) The moneys so deposited in the State Penalty Fund shall be distributed as follows:

(1) Once a month there shall be transferred into the Fish and Game Preservation Fund an amount equal to 0.33 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month, except that the total amount shall not be less than the state penalty levied on fines or forfeitures for violation of state laws relating to the protection or propagation of fish and game. These moneys shall be used for the education or training of department employees which fulfills a need consistent with the objectives of the Department of Fish and Game.

(2) Once a month there shall be transferred into the Restitution Fund an amount equal to 32.02 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month. Those funds shall be made available in accordance with Section 13967 of the Government Code.

(3) Once a month there shall be transferred into the Peace Officers' Training Fund an amount equal to ~~31.99~~ 33.49 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month.

(4) Once a month there shall be transferred into the Driver Training Penalty Assessment Fund an amount equal to ~~1.7~~ 1 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month.

(5) Once a month there shall be transferred into the Corrections Training Fund an amount equal to 7.88 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month. Money in the Corrections Training Fund is not continuously appropriated and shall be appropriated in the Budget Act.

(6) Once a month there shall be transferred into the Local Public Prosecutors and Public Defenders Training Fund established pursuant to Section 11503 an amount equal to 0.78 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month. The amount so transferred shall not exceed the sum of eight hundred fifty thousand dollars (\$850,000) in any fiscal year. The remainder in excess of eight hundred fifty thousand dollars (\$850,000) shall be transferred to the Restitution Fund.

(7) Once a month there shall be transferred into the Victim-Witness Assistance Fund an amount equal to 16.64 percent of the state penalty funds deposited in the State Penalty Fund during the preceding month.

(8) (A) Once a month there shall be transferred into the Traumatic Brain Injury Fund, created pursuant to Section 4358 of the Welfare and Institutions Code, an amount equal to 0.66 percent of the state penalty funds deposited into the State Penalty Fund during the preceding month. However, the amount of funds transferred into the Traumatic Brain Injury Fund for the 1996–97 fiscal year shall not exceed the amount of five hundred thousand dollars (\$500,000). Thereafter, funds shall be transferred pursuant to the requirements of this section. Notwithstanding any other provision of law, the funds transferred into the Traumatic Brain Injury Fund for the 1997–98, 1998–99, and 1999–2000 fiscal years, may be expended by the State Department of Mental Health, in the current fiscal year or a subsequent fiscal year, to provide additional funding to the existing projects funded by the Traumatic Brain Injury Fund, to support new projects, or to do both.

~~(9) Once a month there shall be transferred into the Multidisciplinary Interview Center Fund, created pursuant to subdivision (c) of Section 11166.6, an amount equal to 8.0 percent of the state penalty funds deposited into the State Penalty Fund during the preceding month.~~

(B) Any moneys deposited in the State Penalty Fund attributable to the assessments made pursuant to subdivision (i) of Section 27315 of the Vehicle Code on or after the date that Chapter 6.6 (commencing with Section 5564) of Part 1 of Division 5 of the Welfare and Institutions Code is repealed shall be utilized in accordance with paragraphs (1) to (8), inclusive, of this subdivision.

(9) *Once a month there shall be transferred into the Child Advocacy Center Fund created pursuant to subdivision (c) of Section 11166.6, an amount equal to 7.2 percent of the state penalty funds deposited into the State Penalty Fund during the preceding month.*

SEC. 3. Section 11166.6 is added to the Penal Code, to read:

11166.6. (a) Each county may establish ~~multidisciplinary teams or multidisciplinary~~ *child advocacy* centers to coordinate the activities of the various agencies involved in the investigation and prosecution of alleged child abuse *and mitigation of family violence*, including those that provide medical services and follow-up treatment to victims of child abuse *or family violence, or both*. The purpose of these ~~teams or~~ centers is to protect victims of child abuse by minimizing traumatizing interviews through the coordination of efforts of district attorneys, child welfare social workers, law enforcement, and medical personnel, among others, and to assist prosecution by reducing the chances of conflicting or inaccurate information by asking age-appropriate questions to help procure information that is admissible in court.

(b) (1) Members of the ~~multidisciplinary team or multidisciplinary~~ *child advocacy* center shall, at a minimum, consist of a representative from the district attorney's office, the sheriff's department, a police department, child protective services, and may include medical and mental health professionals.

(2) Members of the local ~~multidisciplinary team or child advocacy~~ center shall be trained to conduct child forensic interviews. The training shall include instruction in risk assessment, the dynamics of child abuse, *including the abuse of children with special needs*, child sexual abuse and rape of children, and legally sound and age-appropriate interview and investigation techniques.

~~(c) The Multidisciplinary Interview Child Advocacy Center Fund is hereby created for the purposes of supporting county multidisciplinary center interview programs. child advocacy centers. Money appropriated from the fund shall be made available through the Office of Emergency Services to any public or private nonprofit agency for the establishment or maintenance, or both, of child advocacy centers that provide comprehensive child advocacy services, as specified in this section.~~

SEC. 4. Section 11166.7 is added to the Penal Code, to read:

11166.7. To qualify for state funding pursuant to Section 13969.7 of the Government Code, each county that establishes *or maintains* ~~a multidisciplinary team or child advocacy center~~ pursuant to Section 11166.6 ~~shall adopt a written protocol as follows:~~

~~(a) Each county shall develop an interagency protocol shall develop an interagency protocol~~ agreement for the investigation of child abuse and neglect that shall be signed by appropriate persons from the office of the district attorney, the sheriff's department, ~~the police department~~ *local police departments*, child protective services or an equivalent agency administering child welfare, and public health and medical examiners.

~~(b) The protocol agreement may include, but is not limited to, the following additional entities:~~

- ~~(1) School districts.~~
- ~~(2) Probation departments.~~
- ~~(3) Courts.~~
- ~~(4) County counsel.~~
- ~~(5) Tribal council representatives.~~
- ~~(6) Clergy.~~
- ~~(7) Regional centers.~~
- ~~(8) Mental health.~~
- ~~(9) Counsel for children.~~
- ~~(10) CASA (Court Appointed Special Advocates).~~
- ~~(11) Ancillary law enforcement agencies, including the federal government and the military.~~
- ~~(12) Victim witness programs.~~
- ~~(13) Child abuse councils.~~

~~(c) Each protocol agreement shall include the following:~~

- ~~(1) A mission goal and mission statement.~~

1 ~~(2) Written standards and procedures.~~

2 ~~(3) A procedure for periodic review by all agencies involved.~~

3 ~~(4) A procedure for dissemination to all parties involved.~~

4 ~~(5) A procedure for training about the requirements of the~~
5 ~~protocol agreement.~~

6 ~~(6) Recognition of the need for ongoing training procedures~~
7 ~~for professionals involved in the investigation of child abuse.~~

8 ~~(7) Hiring requirements that specify that staff shall have~~
9 ~~knowledge of the language and cultural needs of the victims of~~
10 ~~child abuse.~~

11 ~~(d) The protocol agreement shall address all children,~~
12 ~~including children with special needs, suspected of being abused~~
13 ~~or neglected in the following situations:~~

14 ~~(1) Intrafamily or in the home.~~

15 ~~(2) Out-of-home care facilities, including, but not limited to,~~
16 ~~day care, group homes, public or private schools, foster care, and~~
17 ~~licensed facilities.~~

18 ~~(3) Perpetration by a stranger.~~

19 ~~(4) Siblings of a child abuse fatality victim.~~

20 ~~(5) Homes with domestic violence.~~

21 ~~(e) The protocol agreement shall address the following~~
22 ~~sequence of responses that takes into account the emotional and~~
23 ~~physical well-being of the child victim:~~

24 ~~(1) The initial response following a referral shall be~~
25 ~~coordinated among first responders to reduce repetitive~~
26 ~~interviews with or questions to the child. Specifically, the~~
27 ~~protocol agreement shall outline the procedures by which first~~
28 ~~responders share information with each other. For the purposes~~
29 ~~of this section, "first responders" means officials from a child~~
30 ~~protective service agency or a law enforcement agency.~~

31 ~~(2) Investigative procedures for forensic evidence gathering.~~

32 ~~(3) Child abuse reporting procedures and cross-reporting~~
33 ~~procedures.~~

34 ~~(4) Minimum standards for levels of professional competency.~~

35 ~~(5) Knowledge of legal authority.~~

36 ~~(6) Procedures for sharing information with all the parties~~
37 ~~involved in the investigation.~~

38 ~~(7) Procedures for getting information about the child victim~~
39 ~~back to reporters.~~

1 ~~(8) Procedures for transporting a child, specifying who may~~
2 ~~take the child, where the child may be taken, and under what~~
3 ~~conditions the child may be taken. In addition, there shall also be~~
4 ~~procedures for transporting family members if the need arises.~~

5 ~~(9) Procedures to ensure that a child with special needs~~
6 ~~receives prescribed medication or has special equipment, such as~~
7 ~~a wheelchair.~~

8 ~~(f) Procedures shall also include the following considerations~~
9 ~~for forensic evidentiary interviews and medical examinations:~~

10 ~~(1) The qualification of personnel conducting the interview or~~
11 ~~examination.~~

12 ~~(2) The location of the interview or examination.~~

13 ~~(3) The procedures for documentation.~~

14 ~~(4) The guidelines for deciding which agency budget will~~
15 ~~cover the cost of examinations and interviews.~~

16 ~~(5) The definition or criteria under which a child qualifies for~~
17 ~~an examination or interview.~~

18 ~~(g) The protocol agreement shall address the following issues:~~

19 ~~(1) Procedures for dealing with the denial of entry to any of~~
20 ~~the responders to a referral for child abuse or neglect.~~

21 ~~(2) Procedures for obtaining the necessary consent for medical~~
22 ~~examinations and forensic interviews.~~

23 ~~(3) Procedures for sharing information among mandated~~
24 ~~reporters, first responders, professionals, and follow-up~~
25 ~~investigations.~~

26 ~~(4) Procedures for sharing information among professional~~
27 ~~child abuse investigators that address issues of confidentiality.~~

28 ~~(5) Procedures for providing information about protective~~
29 ~~orders, prior history criminal background checks, court actions,~~
30 ~~and placement orders.~~

31 ~~(6) Procedures for emergency situations or professional~~
32 ~~judgment that allow for deviation from the protocols.~~

33 ~~(7) Procedures to develop a tracking system to receive and~~
34 ~~coordinate all information relating to a case of child abuse that is~~
35 ~~in the possession of any agency involved in the investigation or~~
36 ~~prosecution of child abuse, including law enforcement agencies,~~
37 ~~child protective service agencies, county welfare agencies, and~~
38 ~~licensing agencies.~~

39 ~~(h) The protocol agreement shall explain how the interagency~~
40 ~~protocol for child abuse investigation interfaces with or~~

- 1 ~~acknowledges the protocols of individual agencies involved and~~
- 2 ~~shall include procedures for resolving any conflicts among those~~
- 3 ~~protocols.~~

O